

PARTNERS
DAVID P. H. WATSON
RICHARD G. ASHWORTH
EDWARD L. JOHNSON
RICHARD B. BARNETT
MAURICE L. NOYER
SANFORD C. MILLER
FRANCIS X. BYRN
THOMAS R. H. HOWARTH
STEPHEN K. CARR
R. GLENN BAUER
THEODORE M. SYSOL
THOMAS F. MOLANPHY
LENNARD K. RAMBUSCH
JAMES J. SENTNER, JR.
RANDAL R. CRAFT, JR.
WILLIAM J. HONAN III
CHESTER D. HOOPER
EMIL A. KRATOVIL, JR.
JOHN J. REILLY
BARTON T. JONES
BRIAN D. STARER
JOHN K. WEIR
JUAN A. ANDUIZA
DONALD J. KENNEDY
RICHARD L. JARASHOW
WILLIAM F. PAN
THOMAS J. WHALEN
DAVID JUNGMAN
HOWARD S. MILLER
OLIVER EDWARDS
GARY D. SESSER

NEW YORK OFFICE OF COUNSEL
EDWARD H. MAHLA
JOHN C. MOORE
MACDONALD DEMING

HAIGHT, GARDNER, POOR & HAVENS

ONE STATE STREET PLAZA

NEW YORK, N. Y. 10004

TELEPHONE (212) 344-6800

RAPIFAX (212) 422-7167

CABLE: MOTOR NEW YORK

ITT TELEX: 424674

WUI TELEX: 620362

RCA TELEX: 222974

W U TELEX: 127683

WASHINGTON OFFICE
FEDERAL BAR BUILDING
1819 H STREET, N. W.
WASHINGTON, D. C. 20006
TELEPHONE (202) 775-1300
TELECOPIER (202) 466-2418
CABLE: MOTOR WASHINGTON
WU TELEX: 892598

HOUSTON OFFICE
3900 TEXAS COMMERCE TOWER
HOUSTON, TEXAS 77002
TELEPHONE (713) 220-4500
TELECOPIER (713) 225-6396
CABLE: MOTOR HOUSTON
ITT TELEX: 4620532
WU TELEX: 762916

NEWARK OFFICE
ONE WASHINGTON PARK
NEWARK, NEW JERSEY 07102
TELEPHONE (201) 621-7810
ITT TELEX: 424674

PARIS AFFILIATE
FRANCOIS LEGREZ
41, AVENUE MONTAIGNE
75008 PARIS, FRANCE
TELEPHONE: (33) (1) 720-8202
CABLE: MOTOR PARIS
TELEX: 614179 HGPHEG

HONG KONG OFFICE
CAXTON HOUSE
1 DUDDELL STREET, CENTRAL
HONG KONG
TELEPHONE: (852) (5) 263135
TELECOPIER: (852) (5) 295874
TELEX: 66139 HGPHEX

June 13, 1985

5-168A018

No.

Date JUN 17 1985

Fee \$ 30.00

ICC Washington, D. C.

Secretary
Interstate Commerce Commission
Washington, D.C.

U.C. TRUST NO. 13

Dear Secretary:

I have enclosed an original and two (2) counterparts of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is an amendment to a Security Agreement and Indenture of Trust, a Secondary document dated as of September 4, 1984.

The primary document to which this is connected is recorded under Recordation No. 8891.

The names and addresses of the parties of the document are as follows:

Mortgagor: Continental Illinois
National Bank and Trust
Company of Chicago
30 North LaSalle Street
Chicago, ILL 60697

ICC OFFICE OF
THE SECRETARY
JUN 17 10 53 PM '85
MOTOR OPERATING UNIT

Old Mortgagee: Harris Trust and Savings Bank
111 West Monroe Street
Chicago, Illinois 60690

New Mortgagee: Mellon Bank N.A.
One Mellon Bank Center
Room 3650
Pittsburgh, PA 15258

A description of the equipment covered by the document is attached hereto as Exhibit A.

A fee of \$30.00 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to Haight, Gardner, Poor & Havens, One State Street Plaza, New York, New York 10004.

A short summary of the document to appear in the index follows:

Amendment to Security Agreement and Indenture of Trust with Recordation No. 8891, dated as of September 4, 1984 and covering 261 railroad cars.

Very truly yours,

MELLON BANK N.A.


Representative-in-Fact

EXHIBIT A

DESCRIPTION OF EQUIPMENT

<u>Number of Units</u>	<u>Description</u>	<u>Identifying Numbers (both Inclusive)</u>
71	5,250 cubic feet Railroad covered Hopper Cars	RAIX 60804 through RAIX 60874
72	5,270 cubic feet Railroad covered Hopper Cars	RAIX 60875 through RAIX 60946
11	5,250 cubic feet Railroad covered Hopper Cars	RAIX 60947 through RAIX 60957
107	85' Flat Cars for Hopper Van Box and Van Box con- tainer service	RAIX 100 through RAIX 206

Interstate Commerce Commission
Washington, D.C. 20423

6/17/85

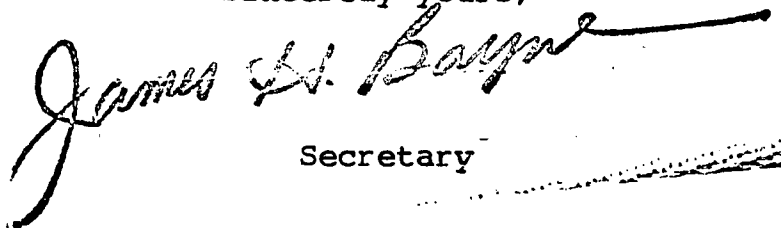
OFFICE OF THE SECRETARY

John McConnell
1815 H. St. N.W. Suite 501 1
Haight, Gardner, Poor & Havens
Washington, D.C. 20006

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 6/17/85 at 11:05am and assigned re-recording number(s) 8012-B & 8891-C

Sincerely yours,


Secretary

Enclosure(s)

RECORDATION NO. 8891C
JUN 17 1985 11 21 AM
INTERSTATE COMMERCE COMMISSION

FIRST AMENDMENT

Dated as of September 4, 1984

to

SECURITY AGREEMENT AND INDENTURE OF TRUST

Dated as of December 15, 1976

Among

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO,
not in its individual capacity but solely
as Owner Trustee under U.C. Trust No. 13

Debtor

HARRIS TRUST AND SAVINGS BANK,

Old Secured Party

and

MELLON BANK N.A.,

New Secured Party

FIRST AMENDMENT TO SECURITY AGREEMENT

FIRST AMENDMENT dated as of September 4, 1984 (this "Amendment") to the SECURITY AGREEMENT AND INDENTURE OF TRUST dated as of December 15, 1976 (the "Security Agreement") among Continental Illinois National Bank and Trust Company of Chicago, a national banking association, not in its individual capacity but solely as Owner Trustee under U.C. Trust No. 13 (the "Debtor"), Harris Trust and Savings Bank, an Illinois banking corporation (the "Old Secured Party") and Mellon Bank N.A., a national banking association (the "New Secured Party").

WHEREAS, terms not otherwise defined herein have the respective meanings assigned thereto in the Security Agreement;

WHEREAS, the Old Secured Party has resigned as Secured Party under the Security Agreement and as Mortgagee under the Mortgage and has given written notice to the Debtor as provided in Section 7.07 of the Security Agreement;

WHEREAS, the Debtor, with the consent and agreement of General Electric Credit Corporation, a New York corporation (the "Trustor"), the trustor and beneficiary of U.C. Trust No. 13 pursuant to the Trust Agreement dated as of December 15, 1976 between the Debtor and the Trustor, and the Noteholders desire to appoint the New Secured Party as Secured Party under the Security Agreement and as Mortgagee under the Mortgage, the Debtor desires the Old Secured Party to transfer all its estates as such Secured Party and Mortgagee to the New Secured Party, and the New Secured Party desires to accept such appointment and estates; and

WHEREAS, all requirements of law have been fully complied with and all other acts and things necessary to make this Amendment a legal, valid and binding instrument for the security of the Notes have been done and performed;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. The Debtor hereby appoints as of the Effective Date (as such term is defined in Section 13 hereof), pursuant to Section 7.10 of the Security Agreement, the New

Secured Party as Secured Party under the Security Agreement and as Mortgagee under the Mortgage.

2. The Old Secured Party hereby transfers as of the Effective Date (as such term is defined in Section 13 hereof), assigns and delivers to the New Secured Party, upon the trusts expressed in the Security Agreement, all the estates, properties, rights, powers and trusts of, and money held by, the Old Secured Party.

3. The New Secured Party hereby accepts as of the Effective Date (as such term is defined in Section 13 hereof) such appointment and such estates, and henceforth the New Secured Party shall be vested with all the estates, properties, rights, powers and trusts of the Old Secured Party in the rights under the Security Agreement and the Mortgage with like effect as if originally named therein.

4. Section 11.03 of the Security Agreement is hereby amended to substitute the following address for the Secured Party:

Mellon Bank N.A.
Room 3650
One Mellon Bank Center
Pittsburgh, PA 15258
Attention: Corporate Trust Division

5. The Debtor and the Old Secured Party shall execute and deliver an amendment to the Mortgage substantially in the form of Exhibit A hereto.

6. The Old Secured Party shall do, execute and deliver all such further acts, documents, instruments and assurances as may be necessary or proper to transfer and convey more fully and effectively to the New Secured Party the estates and rights of the Secured Party under the Security Agreement and the Mortgagee under the Mortgage and to otherwise accomplish the intent and purpose of this Amendment.

7. The Old Secured Party shall deliver to the New Secured Party all documents, correspondence and other information which the Old Secured Party and Mortgagee, including, when available, an original counterpart of each document delivered on each Closing Date under the

Participation Agreement, and such other information regarding such capacity as the New Secured Party may reasonably request.

8. The Old Secured Party hereby represents and warrants as of the Effective Date (as such term is defined in Section 13 hereof) to the New Secured Party that no lien on the Collateral under the Security Agreement or on the Mortgaged Property under the Mortgage currently exists (i) in favor of the Old Secured Party on account of unpaid trustee's fees or expenses or (ii) on account of any act or claim against the Old Secured Party whether or not related to the administration of the trusts created by the Security Agreement or performance of its obligations under the Security Agreement and the Mortgage.

9. The New Secured Party represents and warrants as of the Effective Date (as such term is defined in Section 13 hereof) to the Debtor that it is a trust company or banking corporation in good standing having a capital and surplus aggregating at least \$50,000,000 and that it is a trustee approved by the Secretary of Commerce pursuant to Sections 9 and 37 of the Shipping Act, 1916, as amended, and Subsection O of the Ship Mortgage Act, 1920, as amended.

10. All notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this Amendment may refer to the Security Agreement without making specific reference to this Amendment, but nevertheless, all such references shall include this Amendment unless the context requires otherwise.

11. This Amendment shall be construed in connection with and as part of the Security Agreement, and all terms, conditions, representations, warranties, covenants, and agreements set forth in the Security Agreement, except as herein modified, are hereby confirmed and shall remain in full force and effect.

12. This Amendment may be executed in any number of counterparts, each such counterpart constituting an original, but all together one and the same instrument.

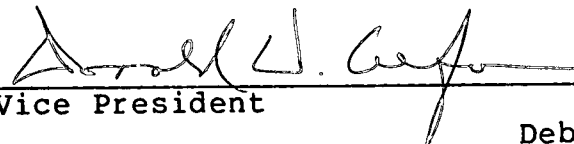
13. This Amendment shall become effective as of the date (the "Effective Date") on which the New Secured Party executes and delivers its acknowledgment to the Mortgage.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first above written.

[SEAL]
Attest:


Trust Officer

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO,
not in its individual capacity but
solely as Owner Trustee under U.C.
Trust No. 13

By 
Vice President Debtor

[SEAL]
Attest:

Assistant Secretary

HARRIS TRUST AND SAVINGS BANK
By _____
Its _____ Old Secured Party

[SEAL]
Attest:

Authorized Officer

MELLON BANK N.A.
By _____
Its _____ New Secured Party

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first above written.

[SEAL]
Attest:

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO,
not in its individual capacity but
solely as Owner Trustee under U.C.
Trust No. 13

Trust Officer


By _____
Vice President
Debtor

[SEAL]
Attest:

HARRIS TRUST AND SAVINGS BANK



Assistant Secretary

By 
Its _____
VICE PRESIDENT
Old Secured Party

[SEAL]
Attest:

MELLON BANK N.A.

Authorized Officer

By _____
Its _____
New Secured Party

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first above written.

[SEAL]
Attest:

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO,
not in its individual capacity but
solely as Owner Trustee under U.C.
Trust No. 13

Trust Officer

By _____
Vice President Debtor

[SEAL]
Attest:

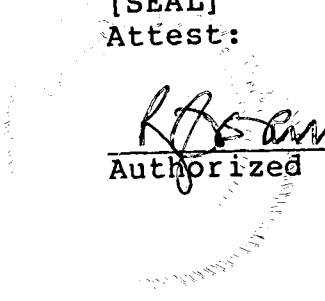
HARRIS TRUST AND SAVINGS BANK

Assistant Secretary

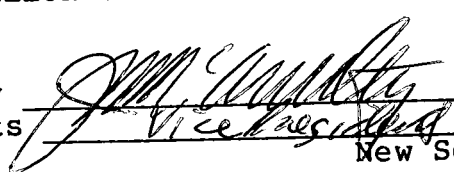
By _____
Its _____ Old Secured Party

[SEAL]
Attest:

MELLON BANK N.A.



Authorized Officer

By 
Its _____ New Secured Party

STATE OF ILLINOIS)
) ss.:
COUNTY OF COOK)

On this 31st day of MAY, 1985, before me personally appeared Donald W. Alfvín, to me personally known, who being by me duly sworn, says that he is Vice President of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Notarial Seal]

Mary Lechner
Notary Public

My commission expires: MARCH 20, 1987

STATE OF ILLINOIS)
) ss.:
COUNTY OF COOK)

On this day of , 1985, before me personally appeared , to me personally known, who being by me duly sworn, says that he is a Vice President of HARRIS TRUST AND SAVINGS BANK, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Notarial Seal]

Notary Public

My commission expires:

STATE OF ILLINOIS)
) ss.:
COUNTY OF COOK)

On this day of , 1985, before me personally appeared Donald W. Alfvn, to me personally known, who being by me duly sworn, says that he is Vice President of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Notarial Seal]

Notary Public

My commission expires:

STATE OF ILLINOIS)
) ss.:
COUNTY OF COOK)

On this 31st day of MAY , 1985, before me personally appeared R.G. MASON , to me personally known, who being by me duly sworn, says that he is a Vice President of HARRIS TRUST AND SAVINGS BANK, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Notarial Seal]


L.C. Callahan
Notary Public

My commission expires: MARCH 8, 1988

STATE OF *Pennsylvania*)
COUNTY OF *Allegheny*) SS.:

On this *31st* day of *May*, 1985, before me personally appeared *J. H. McAnulty*, to me personally known, who being by me duly sworn, says that he is a Vice President of MELLON BANK N.A., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Notarial Seal]


Notary Public


My commission expires: *October 23, 1986*

DORIS FLYNN, NOTARY PUBLIC
PITTSBURGH, ALLEGHENY COUNTY
MY COMMISSION EXPIRES OCT. 23, 1986
Member, Pennsylvania Association of Notaries

The Trustor, the original and sole owner of the beneficial interest in U.C. Trust No. 13, hereby (a) consents and agrees to the foregoing Amendment as of the date first above written, (b) certifies that it remains the sole owner of such interest and has not sold, transferred or otherwise disposed of such interest, and (c) authorizes and directs the Debtor, not in its individual capacity but solely as Trustee under such Trust, to execute and deliver the foregoing Amendment.

GENERAL ELECTRIC CREDIT CORPORATION

By


Its Manager, Marine Financing
Trustor

ASSIGNMENT AND AMENDMENT NO. 1

Dated as of May , 1985

to

FIRST PREFERRED FLEET MORTGAGE

Dated January 19, 1978

Among

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO,
not in its individual capacity but solely
as Owner Trustee under U.C. Trust No. 13,

Mortgagor

HARRIS TRUST AND SAVINGS BANK, as Trustee

Old Mortgagee

and

MELLON BANK N.A., as Trustee

New Mortgagee

ASSIGNMENT AND AMENDMENT NO. 1 TO FIRST PREFERRED FLEET MORTGAGE

ASSIGNMENT AND AMENDMENT NO. 1 dated as of May____, 1985 (the "Amendment") to the FIRST PREFERRED FLEET MORTGAGE dated January 19, 1978 (the "Mortgage") among CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, not in its individual capacity but solely as Owner Trustee under the U.C. Trust No. 13 (the "Mortgagor"), HARRIS TRUST AND SAVINGS BANK, an Illinois banking corporation (the "Old Mortgagee"), as the initial security trustee under the Security Agreement and Indenture of Trust dated as of December 15, 1976 (the "Security Agreement") between the Mortgagor, as debtor, and the Old Mortgagee, as secured party, and MELLON BANK N.A., a national banking association (the "New Mortgagee"), as the substitute security trustee under the First Amendment dated as of September 4, 1984 to the Security Agreement (the "First Security Amendment") among the Mortgagor, the Old Mortgagee and the New Mortgagee.

WHEREAS, terms not otherwise defined herein have the respective meanings assigned thereto in the Mortgage and in the First Security Agreement;

WHEREAS, the Mortgagor has executed and delivered to the Old Mortgagee the Mortgage more fully described in Schedule 1 hereto covering the Vessels described in such Schedule;

WHEREAS, the Old Mortgagee has resigned as Secured Party under the Security Agreement and as Mortgagee under the Mortgage and, pursuant to the First Security Amendment, the Mortgagor has appointed the New Mortgagee as Secured Party under the Security Agreement and as Mortgagee under the Mortgage, the Old Mortgagee has transferred all its estates as such Secured Party and Mortgagee to the New Mortgagee and the New Mortgagee has accepted such appointment and estates;

WHEREAS, the Mortgagor, the Old Mortgagee and the New Mortgagee desire to amend the Mortgage in the respects, and only in the respects, hereinafter set forth; and

WHEREAS, all requirements of law have been fully complied with and all other acts and things necessary to make this Amendment a legal, valid and binding instrument for the security of the Notes have been done and performed;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. The Mortgage is hereby amended to substitute the New Mortgagee for the Old Mortgagee as Mortgagee thereunder, and henceforth the New Mortgagee shall be vested with all the estates, properties, rights, powers and trusts of the Old Mortgagee in the rights under the Mortgage with like effect as if originally named therein.

2. This Amendment does not change the total amount secured by the Mortgage or the maturity date or discharge amount thereof.

3. All notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this Amendment may refer to the Mortgage without making specific reference to this Amendment, but nevertheless all such references shall include this Amendment unless the context requires otherwise.

4. This Amendment shall be construed in connection with and as part of the Mortgage, and all terms, conditions, representations, warranties, covenants and agreements set forth in the Mortgage, except as herein modified, are hereby confirmed and shall remain in full force and effect.

5. This Amendment may be executed in any number of counterparts, each such counterpart constituting an original but all together one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above written.

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO,
not in its individual capacity
but solely as Owner Trustee
under U.C. Trust No. 13

By _____
Vice President
Mortgagor

HARRIS TRUST AND SAVINGS BANK

By _____
Its _____
Old Mortgagee

MELLON BANK N.A.

By _____
Its _____
New Mortgagee

STATE OF)
) ss:
COUNTY OF)

On the day of , 1985 before
me personally appeared , to me person-
ally known, who, being by me duly sworn, did depose and say
that he resides at ;
that he is a of MELLON BANK N.A., the na-
tional banking association described in and which executed
the foregoing instrument; that he signed his name thereto by
authority of the Board of Directors of said national banking
association and he acknowledged the instrument to be the
free act and deed of said national banking association.

NOTARY PUBLIC

[NOTARIAL SEAL]

My commission expires:

[illegible]

On the day of , 1985,
before me personally appeared , to me
personally known, who, being by me duly sworn, did depose
and say that he resides at

is a _____ of HARRIS TRUST AND SAVINGS BANK,
the Illinois banking corporation described in and which exe-
cuted the foregoing instrument; that he signed his name
thereto by authority of the Board of Directors of said
Illinois banking corporation; and he acknowledged the
instrument to be the free act and deed of said Illinois
banking corporation.

NOTARY PUBLIC

[NOTARIAL SEAL]

My commission expires:

STATE OF ILLINOIS)
) ss:
COUNTY OF COOK)

On the day of , 1985,
before me personally appeared Donald W. Alfvin, to me personally known, who, being by me duly sworn, did depose and say that he resides at 2200 Prairie Street, Glenview, Illinois 60025 ;that he is a Vice President of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, the national banking association described in and which executed the foregoing instrument; that he signed his name thereto by authority of the Board of Directors of said national banking association; and he acknowledged the instrument to be the free act and deed of said national banking association.

NOTARY PUBLIC

[NOTARIAL SEAL]

My commission expires:

AFFIDAVIT OF GOOD FAITH OF MORTGAGOR

[illegible]

and says that he is a _____, being duly sworn, deposes and says that he is a _____ of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, as owner trustee, described in and which executed the foregoing Amendment to First Preferred Ship Mortgage, as mortgagor, solely in its capacity as owner trustee under the Trust Agreement referred to therein, and not in its individual capacity; that the said Amendment is made in good faith and without any design to hinder, delay or defraud any existing or future creditor of said owner trustee, mortgagor, or any lienor of the mortgaged vessel, and that this affidavit is made pursuant to the authority set forth in the By-laws of said mortgagor.

Subscribed and sworn before me
this day of , 1985.

NOTARY PUBLIC

[NOTARIAL SEAL]

My commission expires:

[illegible]

Subscribed and sworn to before me
this day of , 1985.

[NOTARIAL SEAL]

My commission expires:

SCHEDULE 1

DESCRIPTION OF VESSEL AND MORTGAGE

<u>Name or Number</u>	<u>Rig/ Type</u>	<u>Official No.</u>	<u>Year Built</u>	<u>Gross Tons</u>	<u>Net Tons</u>
USL-140	Barge	590225	1977	2008	2008
USL-145	Barge	583855	1977	1640	1640
USL-146	Barge	584898	1977	1640	1640
USL-147	Barge	592542	1978	1640	1640
USL-148	Barge	594040	1978	1640	1640
USL-149	Barge	591528	1978	908	908
USL-150	Barge	595041	1978	908	908
USL-151	Barge	599971	1978	908	908

The Mortgage covering the Vessels described above was recorded in the office of Marine Inspection, United States Coast Guard, Port of New York, on January 19, 1978, at 12:05 p.m. in Book PM 329, Page 141.

The total amount of the Mortgage was recorded as \$8,119,884.78 and interest and performance of mortgage covenants.